

Robert C. Niesley, Esq. (SBN 131373)  
Kirsten A. Roe, Esq. (SBN 222513)  
WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P  
2040 Main Street, Suite 300  
Irvine, California, 92614  
Tel: (949) 852-6700  
Fax: (949) 261-0771  
rniesley@WTHF.com (E-mail)  
kroe@WTHF.com (E-mail)

Attorneys for Plaintiff  
Travelers Casualty and Surety Company of America

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA, a Connecticut  
Corporation,

Plaintiff,

vs.

ARNTZ BUILDERS, a California partnership,  
KTD INVESTMENTS, an unknown business  
entity, K.A. CONSTRUCTION CO., a  
California Corporation, MONROE  
CONTRACTING CO., a California Corporation,  
TEACO, INC., a California Corporation,

Defendants.

Case No. C 06 7165 VRW

**STIPULATION TO DISMISS ENTIRE  
ACTION WITH PREJUDICE**

TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Plaintiff Travelers Casualty and Surety Company of America ("Plaintiff") and all  
Defendants Arntz Builders, a California partnership, KTD Investments, K.A. Construction Co., a  
California corporation, Monroe Contracting Co., a California corporation, and Teaco, Inc., a  
California corporation (collectively, "Defendants") (Plaintiff and Defendants may be collectively  
referred to herein as the "Parties"), have reached a settlement of the above-captioned case, which  
they have reduced to that certain written Settlement Agreement and Mutual Release ("Settlement  
Agreement").

**STIPULATION**

Based on the terms of the Settlement Agreement, the Parties hereby stipulate to dismiss, with prejudice, the entire above-captioned action, as follows:

1. This action, Travelers Casualty and Surety Company of America v. Arntz Builders, et al., Case No. C 06-7165, shall be dismissed in full, with prejudice, as to all parties, all Defendants, and all causes of action, counterclaims, defenses and affirmative defenses.
2. It is further hereby agreed by the Parties, and respectfully requested by them, that this Court retain jurisdiction of this matter solely in order to enforce the Settlement Agreement should it be requested by a motion brought by any of the Parties.

Pursuant to the terms above, it is so respectfully stipulated and requested by the parties:

Dated: 4-20, 2007

WATT, TIEDER, HOFFAR  
& FITZGERALD, L.L.P.

By: /s/ Kirsten A. Roe

Robert C. Niesley, Esq.  
Kirsten A. Roe, Esq.  
Attorneys for Plaintiff Travelers Casualty and  
Surety Company of America

Dated: 4-20, 2007

ARNTZ BUILDERS, a California partnership

By: /s/ K. Allen Arntz

Name: K. Allen Arntz  
Its: Principal  
Authorized Agent

Dated: 4-20, 2007

KTD INVESTMENTS

By: /s/ K. Allen Arntz

Name: K. Allan Arntz  
Its: Principal  
Authorized Agent

1  
2 Dated: 4-20, 2007

K.A. CONSTRUCTION CO., a California Corporation

3  
4 By: /s/ K. Allen Arntz

5 Name: K. Allen Arntz

6 Its: President

Authorized Agent

7  
8 Dated: 4-20, 2007

MONROE CONTRACTING CO., a California Corporation

9  
10 By: /s/ David M. Arntz

11 Name: David M. Arntz

12 Its: President

Authorized Agent

13  
14 Dated: 4-20, 2007

TEACO, INC., a California Corporation

15  
16 By: /s/ Thomas E. Arntz

17 Name: Thomas E. Arntz

18 Its: President

Authorized Agent

19  
20  
21  
22  
23  
24  
25 ///

26 ///

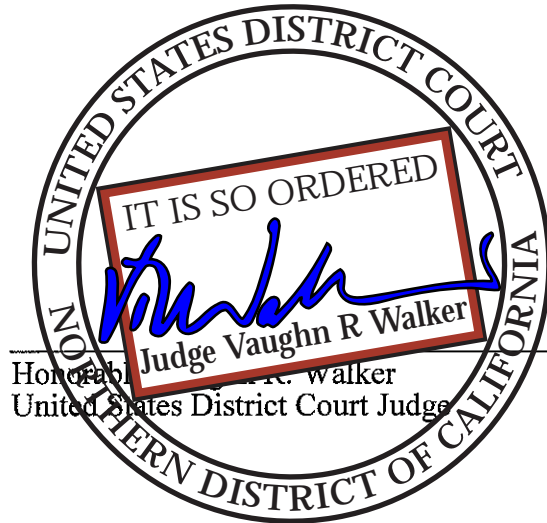
27 ///

**PROPOSED ORDER DISMISSING ENTIRE ACTION WITH PREJUDICE**

The Court, having reviewed the Parties' Stipulation To Dismiss Entire Action With Prejudice, dated April 20, 2007, hereby dismisses the entire action, Travelers Casualty and Surety Company of America v. Arntz Builders, et al., Case No. C 06-7165, in full, with prejudice, as to all parties, all Defendants, and all causes of action, counterclaims, defenses and affirmative defenses. The Court shall retain jurisdiction of this matter solely in order to enforce the Settlement Agreement entered into between the Parties should it be requested through a motion of any of the Parties.

IT IS SO ORDERED:

Dated: May 4, 2007



**PROOF OF SERVICE**

*Travelers Cas. & Surety Co. of America. v. Arntz Builders et al*  
*USDC Northern District Case No. C 06 7165 VRW*

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: Watt, Tieder, Hoffar & Fitzgerald, L.L.P., 2040 Main Street, Suite 300, Irvine, California 92614.

I am readily familiar with the firm's practice for collection and processing correspondence for mailing, and, in the ordinary course of business, the correspondence would be deposited with the United States Postal Service on the day on which it is collected at the business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing stated in the proof of service.

On May 2, 2007, I served the foregoing documents described as **STIPULATION TO DISMISS ENTIRE ACTION WITH PREJUDICE** upon the other parties in this matter by placing a true copy thereof, enclosed in a sealed envelope, addressed to the following: as stated on the attached mailing list.

☒ (BY ELECTRONIC FILING) and

I served the parties listed below as follows:

☒ (BY MAIL) I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States mail at Irvine, California.

Arntz Builders  
 19 Pamaron Way  
 Novato, California 94949

KTD Investments  
 19 Pamaron Way  
 Novato, California 94949

K.A. Construction Co.  
 19 Pamaron Way  
 Novato, California 94949

Monroe Contracting Co.  
 19 Pamaron Way  
 Novato, California 94949

Teaco, Inc.  
 19 Pamaron Way  
 Novato, California 94949

☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on May 2, 2007, at Irvine, California.

/s/ G. D. Bohl  
 G. D. Bohl